



## HOPE COUNSELING CENTERS

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### **Workforce Confidentiality Agreement**

I understand that, in performing my duties while serving as a workforce member of Bettye West & Associates, Inc. dba Hope Counseling Centers (“HCC”), I may directly or indirectly gain access to, use, create, or disclose Confidential Information (as defined on pages 1 and 2 of the Confidentiality, Privacy, & Security Policy), including Protected Health Information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). I understand that PHI is protected from disclosure by HIPAA and applicable state laws. I understand that any information (including PHI) that is not shared with the public is considered private and confidential.

Examples of private and confidential information are:

1. Private employee information (such as salaries, disciplinary actions, etc.) that is not shared by the employee.
2. Business information that belongs to HCC or those with whom we work, including:
  - a. Copyrighted computer programs
  - b. Internal documents and templates
  - c. Business and strategic plans
  - d. Contract terms and financial information
  - e. Trade secrets, processes, patents, and other intellectual property
3. Client information (related to medical, mental-health, personal, or financial details).
  - a. Examples included on pages 1 and 2 of the Confidentiality, Privacy, & Security Policy.

I understand the importance of keeping the aforementioned information private and confidential. Furthermore, I understand that if I fail to keep this information private and confidential, I would be subject to corrective action, including termination and possibly legal action.

I understand that HCC has a legal and ethical responsibility to protect and provide for the privacy and security of Confidential Information. I understand that HCC has specific policies and safeguards in place to prevent the unauthorized use and/or disclosure of Confidential Information. I understand that I am required by HCC to follow the policies and safeguards in place as part of my agreement with HCC as a Workforce member. As such, I agree to the following:

1. I will use private and Confidential Information only as needed to do my job. I will not access client or employee information that is not needed to do my job.
2. I will not share private or confidential information in a careless manner or intentionally allow someone access to private or confidential information and will protect any passwords or other such safeguards so that unauthorized persons cannot access confidential information. I understand that my duties to maintain the security of Confidential Information shall extend beyond the termination of my employment/association with HCC.
3. I will follow HCC’s Safeguards policy as detailed on pages 4 and 5 of the Confidentiality, Privacy, & Security Policy, including the utilization of encryption software, encrypted communication software, and encrypted file-sharing software for the purposes of performing my job duties.

### **Offices:**

**Lakeland | Winter Haven | Daytona | Tampa**

Davenport | Ft. Pierce | Frostproof | Leesburg | New Port Richey | Ocala | St. Augustine | Sebring | Umatilla

4. I understand that HCC may require training regarding policies, safeguards, and/or HIPAA compliance. I agree to participate in any required trainings.
5. I will report to management if I think private or confidential information is being access, shared, or otherwise disclosed improperly. I understand that any such reports and my name can be kept confidential, to the extent possible.
6. I understand that any confidential or proprietary information I develop or work on as part of my job belongs to HCC, not me. Any processes, systems, products, documents, templates, writings or other creations developed by a HCC employee, while employed by HCC, that are within the scope of HCC's business operations are the property of HCC and will continue to be the property of HCC beyond the termination of my employment/association with HCC.
7. I will return all forms of Confidential Information to HCC upon termination of my employment/association with HCC. I will not retain any copies of such information without the prior approval of HCC. If I am unable to return such information, I will destroy the information, regardless of whether its form is paper or electronic.
8. I will, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless HCC and HCC's Workforce from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees at trial and on appeal) asserted or imposed against HCC or HCC's Workforce arising directly or indirectly out of, or in connection with, the acts or omissions of myself related to the performance or nonperformance of this agreement.
9. I have reviewed the contents of the Confidentiality, Privacy, & Security Policy and agree to follow the procedures therein.
10. I understand that these agreements are effective as of the date signed below and shall remain effective so long as I use, disclose, create, or otherwise possess any Confidential Information created or received during my association with HCC and until all Confidential Information created or received during my association has been returned to HCC.

My signature below attests to the fact that I have read, understand, and agree to be legally bound to all of the above terms.

Workforce Member's Printed Name: \_\_\_\_\_

Workforce Member's Signature: \_\_\_\_\_

Date: \_\_\_\_\_